

STATE OF INDIANA) IN THE VANDERBURGH CIRCUIT COURT
) SS:
COUNTY OF VANDERBURGH) CAUSE NO. 82C01-0601-M1-23

IN RE: SCOTT FERGUSON, and)
DRIVE TIME OF EVANSVILLE, INC.,) AVC NO. 06-001 **FILED** ★
)
Respondents.) JAN 09 2006

ASSURANCE OF VOLUNTARY COMPLIANCE

Susan K. Kirk
CLERK

The State of Indiana, by Attorney General Steve Carter and Deputy Attorneys General Terry Tolliver and Lisa Ward, and the Respondents, Scott Ferguson and Drive Time of Evansville, Inc., enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. At all times relevant to this Assurance, the Respondent, Scott Ferguson, was an individual who formerly engaged in business as a driving instructor, with a principal place of business located at 701 North Weinbach, Suite 510, Evansville, Indiana.
2. At all times relevant to this Assurance, the Respondent, Drive Time of Evansville, Inc., was a domestic corporation authorized to conduct business in Indiana as a provider of driving instruction, with a principal place of business located at 701 North Weinbach, Suite 510, Evansville, Indiana.

3. The terms of this Assurance apply to and are binding upon the Respondents, their employees, agents, representatives, successors, and assigns.

4. The Respondents acknowledge the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Indiana Code § 4-6-9-4 and Indiana Code § 24-5-0.5-1, *et seq.*

5. The Respondents, in soliciting and/or contracting with consumers, agree to refrain from representing, either orally or in writing, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondents know or should reasonably know it does not have.

6. The Respondents, in soliciting and/or contracting with consumers, agree to refrain from representing, either orally or in writing, they are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when they know or reasonably should know they cannot.

7. The Respondents, in soliciting and/or contracting with consumers, agree to refrain from representing, either orally or in writing, the consumer will be able to purchase the subject of the consumer transaction as advertised by the Respondents, if the Respondents do not intend to sell it.

8. The Respondents shall refrain from soliciting and/or engaging in a consumer transaction without the appropriate license and/or permit required by Indiana law.

9. The Respondents, in soliciting and/or contracting with consumers, agree to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

10. The Respondents specifically represent all consumer complaints received by the Office of the Attorney General have been resolved to the consumers' satisfaction by either transferring the student to another driving school, or otherwise providing a refund. The Respondents shall, within ten (10) days of approval of this Assurance, provide a complete list of all students who had not previously completed the Respondents' driver training program, as well as proof of either the students receiving equivalent training at no additional cost through another provider, or proof of a refund being paid to the consumer. Furthermore, some students have paid a fee of Twenty-Five Dollars (\$25.00) for a driving test the Respondents failed to administer. Within ten (10) days of approval of this Assurance, the Respondents shall issue a refund in the amount of Twenty-Five Dollars (\$25.00) to those consumers who paid the driving test fee and were not administered the driving test.

11. Upon execution of this Assurance, the Respondents shall pay costs in the amount of Five Hundred Dollars (\$500.00) to the Office of the Attorney General.

12. The Respondents shall hereby cease doing business as providers of driving instruction within the State of Indiana and shall not resume business as an individual, owner, principal, or investor in a subsequent business or corporation operating as a supplier of driving instruction within the State of Indiana. For purposes of this Assurance, the term "supplier" shall have the meaning found in Ind. Code § 24-5-0.5-2(a)(3) and shall mean a seller, lessor, assignor, or other person who regularly engages in or solicits consumer transactions.

13. The Respondents shall not represent the Office of the Attorney General approves or endorses the Respondents' past or future business practices, or execution of this Assurance constitutes such approval or endorsement.

14. The Respondents shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

15. The Office of the Attorney General shall file this Assurance with the Circuit Court of Vanderburgh County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 3rd day of January, 2006.

STATE OF INDIANA

RESPONDENTS

STEVE CARTER
Indiana Attorney General

Scott Ferguson
SCOTT FERGUSON

By:

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Terry Tolliver
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Drive Time of Evansville
DRIVE TIME OF EVANSVILLE, INC.

Scott FERGUSON
PRINTED NAME

President / owner
TITLE

Lisa Ward
Lisa Ward
Deputy Attorney General
Atty. No. 25914-49

APPROVED:

John Andrew Goodridge
JOHN ANDREW GOODRIDGE
Counsel for the Respondents

APPROVED, this 20 day of January, 2006

[Signature]
Judge, Vanderburgh County Circuit Court

Distribution:

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